

**ORIGINAL**

***FINAL***  
**AGREEMENT**

**Between**

**ALPENA COUNTY**

**and**

**UNITED STEELWORKERS  
AFL-CIO-CLC, AND ITS LOCAL UNION NO. 211-02**

**Effective: January 1, 2010 through December 31, 2011**

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## AGREEMENT

This Agreement, made as of this 9<sup>th</sup> day of February 2010, by and between ALPENA COUNTY, hereinafter referred to as the "Employer" and the INTERNATIONAL UNION, UNITED STEELWORKERS, AFL-CIO-CLC on behalf of Local Union 211-02, hereinafter referred to as the "Union".

### RECOGNITION

Section 1.0. Recognition. The Employer hereby agrees to recognize the Union as the exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours of employment, and other conditions of employment for all the employees of the Employer included in the bargaining unit described below:

All full time and regular part-time employees of the County of Alpena; BUT EXCLUDING all elected officials, supervisors, executives, Sheriff's Department employees, Airport Security Employees, Court employees, Road Commission employees, Secretary to the Board of Commissioners, Central Dispatch employees, Library employees, lifeguards, temporary employees, casual employees and students.

Section 1.1. Definitions. For purposes of the recognition granted to the Union and for purposes of this Agreement, the following definitions shall apply:

Full Time Employee. A full time employee is an employee who is working at least thirty (30) hours a week on a regular basis in a job classified by the Employer as permanent.

Regular Part-Time Employee. A regular-part time employee is an employee who is working less than thirty (30) but at least fourteen (14) hours per week on a regular schedule in a job classified by the Employer as permanent.

Irregular Employee. An irregular employee is an individual not included in the definition of full time or regular part time employee who is working on any other basis, including temporary, casual, or seasonal.

In the event that an employee's status is to be changed because of reduced or increased working hours, the Employer will advise the Union at least seven (7) days prior to the effective date of the change in status.

Section 1.2. Part-Time and Irregular Employees. The Employer reserves the right to hire and utilize regular part-time employees, irregular employees, and volunteers from time to time. Irregular employees and volunteers shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement. The Union recognizes that the performance of bargaining unit work by non-bargaining unit employees shall be permitted and shall not constitute a violation of this Agreement, provided however, that such employees shall not be hired or utilized so as to cause a full-time or regular part-time employee to be laid off or to lose time from their regularly scheduled hours.

Section 1.3. Benefits for Regular Part-Time Employees. Regular part-time employees shall be entitled to holiday pay only for those holidays on which they were regularly scheduled to work. Holiday pay shall be based upon the number of hours that the employee is normally scheduled to work on that day.

Regular part-time employees shall be entitled to PTO on a pro-rated basis based upon the ratio of the number of hours in their regular weekly schedule to the number of hours in the regular weekly schedule of a full time employee in their same classification. (For example, a regular part-time clerical employee whose normal schedule of work is two (2) seven (7) hour days per week would receive 14/35 of the normal PTO for that month or .4 days).

Regular part-time employees shall be entitled to paid health insurance coverage on a pro-rated basis based upon the ratio of the number of hours in their regular weekly schedule to the number of hours in the regular weekly schedule of a full time employee in their same classification. (For example, a regular part-time clerical employee whose normal schedule of work is two (2) seven (7) hour days per week would receive 40% (14/35) of the amount paid by the Employer for a full time employee with full family coverage).

Part-time employees shall be considered probationary employees for the first 180 days of continuous employment provided that any calendar month in which they do not work at least 40 hours shall not count toward completion of probation.

## **REPRESENTATION**

Section 2.0. Representation. For the purposes of representation in negotiations and in the grievance procedure, the Employer recognizes the Union Grievance and Negotiation Committee of three (3) members and in addition two (2) Stewards to represent the following areas:

1. Courthouse and County Office Building
2. Maintenance employees

Promptly following the effective date of this Agreement, the Union and the Employer shall provide to each other a written list of names and titles of their respective representatives and will, from time to time as changes occur, provide prompt notice of such changes. The notice to the Employer shall be sent to the County Clerk. The notice to the Union shall be sent to the International Representative with a copy to the Local Union President.

Section 2.1. Pay For Bargaining and Grievance Processing Time. The Grievance and Negotiation Committee and Stewards shall be compensated by the Employer for all working time lost in adjusting grievances or in contract negotiations.

Section 2.2. International Representatives Access. The International Representatives may visit the departments and/or employees during the working hours, but shall not unduly hinder the progress of the work.

Section 2.3. Release Time. The Stewards shall be permitted a reasonable time to investigate, present and process grievances. If a steward is required to go to another building for the purpose of investigating a grievance, he shall first notify the Department Head or elected official, as the case may be. Stewards shall, at all times, use judgment in the necessity of completing a work assignment before leaving to investigate grievances. The rights granted under this section shall not be abused.

Section 2.4. Union Elections. The Union may conduct local and international elections at the County Building, provided they do not unduly conflict with the work of the Employer.

## **UNION SECURITY**

Section 3.0. Agency Shop. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within thirty (30) days of the effective date of the provision or within thirty (30) days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall within thirty (30) days of the effective date of this provision or within thirty (30) days of their date of hire by the Employer, whichever is later, as a condition of employment, pay to the Union the initiation or records maintenance fee and each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members. The records maintenance fee shall be the equivalent of the initiation fee.

An employee who shall tender or authorize the deduction of initiation or records maintenance fee and membership dues (or service fee) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of the Article so long as the employee is not more than thirty (30) days in arrears of payment of such dues (or fees).

Each employee in the bargaining unit who so desires shall execute an authorization for the deduction of Union dues and initiation or records maintenance fee and service fees.

If any provision of this Section is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

Section 3.1. Failure To Pay Dues Or Service Fees. In the event that a member of the bargaining unit who is not a member of the Union fails to pay a required service fee directly to the Union, or to authorize payment of the service fee through payroll deduction, the Union may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Union shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. The notice shall detail the facts of the non-compliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for a wage deduction may be filed with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Union may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee.



Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing within the next ten (10) working days limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for the service fee; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the hearing shall not be held until thirty (30) working days after the decision of that forum becomes final. The Employer agrees to impose a mandatory deduction for the service fee if it determines after the hearing that the employee has not paid a required service fee in an amount lawfully established by the Union or if the employee does not request a hearing within the ten (10) working day request period. All dues and fees so deducted shall be promptly remitted to the Union at an address authorized for this purpose within twenty (20) days following the deduction.

Section 3.2. Checkoff. The Employer shall deduct union dues, service fees, initiation or records maintenance fees or assessments, from the first pay closed and calculated in each month as designated by the International Treasurer of the Union and promptly remit the same to the International Treasurer of the Union. Such deduction shall only be made after the checkoff form has been signed by the employee. The Union shall refund to the employee Union dues, service fees, initiation or records maintenance fees, or assessments erroneously deducted by the Employer and paid to the Union.

The Union shall notify the Employer in writing of the amount of the dues, service fees, initiation fees or records maintenance fee to be deducted and whenever they are changed thereafter. Application for checkoff of dues, service fees, initiation fees or records maintenance fee shall be made by individual employees on a form to be furnished by the Union.

Such dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the International Treasurer of the Union, and Local's Financial Secretary at the time that the dues and fees are remitted. This shall be done within one (1) week after the first pay closed and paid in the month.

When an employee does not have sufficient money due them after deductions have been made for taxes, social security, retirement, group insurance, garnishments or other deductions required by law, Union dues or service fees for that month will be deducted the following month or when sufficient money is due them.

Section 3.3. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, attorney's fees and unemployment compensation costs that arise out of or by reason of action taken by the Employer pursuant to Sections 3.0, 3.1, 3.2 and 3.3.

## MANAGEMENT RIGHTS

Section 4.0. Management Rights. The Union recognizes that the management of the operations of the Employer and its respective departments, is solely a responsibility of the Employer and the respective department heads, and that nothing in this Agreement can restrict, interfere with or abridge any rights, powers, authority, duties or responsibilities conferred upon or vested in the Employer, or any of its elected or appointed officials, by the laws and constitution of the State of Michigan or the United States of America.

In addition to all such rights conferred by law, the Employer and its department heads, reserve the right to manage its affairs efficiently and economically including, but not by way of limitation, the rights to determine the number of locations of buildings and work areas within buildings, the amount of supervision necessary, the methods of operations, the right to purchase work, processes or services of others, the selection and control of tools, equipment and material, the discontinuance of any services, material or methods of operation, the right to hire, to suspend or discharge for just cause, to determine the amount of overtime, if any, to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, to direct the work force, assign work and determine the number of employees assigned to each job classification and prescribe and assign job duties, to adopt, revise and enforce working rules and regulations, subject to express provisions of the Agreement as herein set forth.

Section 4.1. Rules and Regulations. The Employer has the right to establish reasonable rules and regulations not inconsistent with the provisions of this Agreement. Such rules and regulations shall be available for inspection and review by employees if such rules and regulations concern working conditions. The Employer will provide the Union with copies of all revised rules and regulations prior to their effective date. If the Union believes that any rule or regulation concerning working conditions is inconsistent with the terms of this Agreement, a grievance may be filed by the Steward within thirty (30) days after the establishment of such rule or regulations and thereafter considered in accordance with the grievance procedure.

Section 4.2. Subcontracting. The Employer will not subcontract work normally performed by bargaining unit employees and for which the Employer has facilities to perform, without first giving the Union ten (10) days written notice of their intent to subcontract and without giving the Union opportunity to bargain about alternatives and the effect on the employees involved.

Section 4.3. Discipline. Attached hereto and forming part of this Agreement are the rules and regulations governing the conduct of employees (Exhibit "C"). When an employee disregards the rules and regulations, they will be cautioned verbally by their supervisor. If this does not correct the situation, the employee will receive a written warning. If the rules and regulations are again disregarded by the employee after the verbal and written warnings, there may be a disciplinary penalty such as suspension without pay or, in very serious circumstances, dismissal may be warranted. The above procedure shall not prevent the Employer from immediately suspending an employee, pending disciplinary

action up to and including discharge. Such action shall only be invoked when the nature of the circumstances constitutes an immediate harmful situation.

The Employer will maintain records of written warnings and discipline. Prior records of disciplinary action more than three (3) years old will not normally be used in considering further disciplinary action unless the prior disciplinary action is related to the current charge. Copies of all written warnings shall be given to the Chairman of the Grievance Committee at the same time as they are given to the employees.

Any employee has the right to protest a warning or discipline against them if they consider it to be unfair, unjust or discriminatory, in accordance with the grievance procedure. Any grievance that is filed protesting such discharge or suspension must be filed within five (5) working days from time of discharge or suspension and shall be immediately referred to the Third Step of the Grievance Procedure.

Whenever an employee is discharged or suspended, the Employer shall immediately orally notify the appropriate Steward or the Chairman of the Grievance Committee. The Employer shall also notify the Chairman of the Grievance Committee in writing within twenty-four (24) hours, giving the reason for such discharge or suspension.

## **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 5.0. Definition of Grievance A grievance is defined as any controversy between the parties relating to the interpretation or application of any specific provisions of this Agreement.

Section 5.1. Grievance Procedure. The following procedure is to be observed in the settlement of grievances:

STEP 1. Any employee having a complaint shall take the matter up with the Department Head, their Steward being present or absent. If the Steward was not present and the matter is still unresolved, then another meeting between the employee and the Department Head with the Steward shall take place to try to effect settlement. The Chairman of the Grievance Committee may substitute for Department Stewards in case of absence only. In the event the matter is not satisfactorily resolved, it shall become a grievance and the steps hereinafter set forth shall apply.

STEP 2. The grievance shall be reduced to writing by the Department Steward or Chairman of the Grievance Committee and a copy given to the Salary and Personnel Chairman. The Union Grievance Committee, together with the Personnel Chair or his representative, shall meet within five (5) working days and try to resolve the matter. The Personnel Chair or his representative shall give the Employer's written decision on the grievance within the next ten (10) workdays following the Step 2 meeting.

STEP 3. If Step 2 does not effect a settlement, the grievance shall be referred to the Chairman of the Board of Commissioners or his representative, and a representative of the International Union by the Chairman of the Grievance Committee. They, together with

the Grievance Committee and Salary and Personnel Chairman or his representative, shall meet at the County Building within fourteen (14) days from time of referral and try to resolve the matter. The Chairman of the Board of Commissioners, or his representative, shall within ten (10) days after conclusion of this meeting, submit to the Union a written statement of the Employer's decision or position with respect to such grievance.

STEP 4. If Step 3 does not effect settlement, the party which initiated the grievance or grievances shall have the right to submit the matter to the Michigan Employment Relation Commission for non binding mediation; provided that said party shall give written notice to the Michigan Employment Relation Commission and the other party of its intention within thirty (30) working days after receiving the employers written submittal provided for in Step 3. If the party which initiated the grievance, does not give notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn.

Section 5.2. Arbitration. The Union may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the County through the Secretary to the Board of Commissioners (or designated representative) within twenty (20) working days following the receipt of the employers written disposition in Step 4 of the grievance procedure. The individual receiving these requests will initial and date the Union's copy. If the County fails to answer a grievance within the time limits set forth in Step 4 of the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the County through the Secretary to the Board of Commissioners (or designated representative) not later than forty (40) working days following the date the written Step 4 disposition was due. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances.

Section 5.3. Selection of Arbitrator. The arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Union shall strike the first name from the list of arbitrators. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, that panel may be rejected and another requested. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

Section 5.4. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly; to rule on

the discipline, layoff, recall or termination of any probationary employee; or to establish wage scales or rates on new or changed jobs, or to change any rate. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided.

Section 5.5. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees in the bargaining unit; provided however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

Section 5.6. Discussion of Grievance. In all steps of the grievance procedure described above, either the Employer or the Union shall have the right to specify that the aggrieved employee or their Department Head, or both, be called in to discuss the details of the grievance in the presence of the proper representatives of both the Employer and the Union.

Section 5.7. Union Grievance. If the Union, as such, files a grievance it shall be introduced in Step 3 of the Grievance Procedure.

Section 5.8. Time Limits. In the event a grievance is not appealed or processed from a decision in any of the steps in the Grievance Procedure to the next step in the Grievance Procedure and within the time limits as prescribed in said step, it shall be considered closed on the basis of the last written decision on the grievance. Failure of the Employer to meet with the Union or to give their written decision in Step 2 shall constitute acceptance of the Union's position. Time limits may be extended by mutual consent.

Section 5.9. Monetary Claims. No monetary claim by an employee covered by this Agreement or by the Union against the Employer shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or the Union, as the case may be, to know that the employee or the Union had grounds for such claim prior to that date; in which case, the claim shall be limited retroactively to a period of forty-five (45) days prior to the date the claim was first filed in writing.

Section 5.10. Veterans' Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit covered by this Agreement. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required, not later than Step 3 of the Grievance Procedure, to elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any arbitration proceeding.

## SENIORITY

Section 6.0. Definition of Seniority. Employees shall accumulate both departmental seniority and county-wide seniority. The Employer shall follow a policy of preference as to layoff, rehiring, job bidding and choice of vacation period based upon seniority and the other principles and considerations as set forth below.

Section 6.1. Probationary Period. All employees shall be considered on a probationary or trial basis for 180 days of continuous employment. The Employer shall be the sole judge of the acceptance of employees during the probationary period and no controversy concerning their tenure of employment shall be deemed a grievance hereunder provided, however, that probationary employees shall be subject to all terms of this Agreement not inconsistent with this clause. The seniority of a new employee shall be established after the completion of the probationary period of their most recent hiring. The Employer reserves the right to extend the probationary period of individuals whose service is not entirely satisfactory for a period of an additional ninety (90) days.

Section 6.2 County Seniority. County seniority shall be defined as the length of an employee's continuous service as a full time or regular part time employee with the County within a job classification covered by this Agreement. The employee's County seniority shall accumulate continuously from the date of most recent employment until terminated by any of the circumstances enumerated in Section 6.4. When two or more people are hired and report for work the same day, their seniority shall be determined by drawing lots in the presence of the Employer's representative and a Union officer. A record will be made of this procedure and signed by all parties present, with a copy sent to the Union. County seniority shall apply for purposes of vacation, retirement benefits and sick leave.

Section 6.3. Department Seniority. Departmental Seniority shall be defined as the length of an employee's continuous service as a full time or regular part time employee with the County within one of the departments of the Employer listed below.

- (a) County Clerk's office
- (b) County Treasurer's office
- (c) Prosecuting Attorney's office
- (d) Register of Deed's office
- (e) Equalization Department
- (f) Airport Office
- (g) MSU Office
- (h) Maintenance

- (i) Veteran's office
- (j) County Commissioner's office

An employee's department seniority shall accumulate continuously from the date they are first employed in such department until terminated by any of the circumstances enumerated below.

(a) when the employee's seniority is terminated under Section 6.4. Loss of Seniority.

(b) when an employee is transferred to another department at their own request; provided that their original departmental seniority shall be maintained for not over thirty (30) working days to permit a trial period in their new department. This provision is acceptable to all permanent transfers.

When an employee's departmental seniority has been terminated, and they are later employed in the same department, a new departmental seniority date shall be established for them based on the date of their reassignment in such department.

Section 6.4. Loss of Seniority. Employees shall have their seniority rights and employment terminated if:

- (a) They quit
- (b) They retire or are retired under any retirement plan
- (c) They are discharged for just cause
- (d) They are absent for three (3) consecutive workdays without notifying their department head or without a bona fide excuse
- (e) They falsify a material fact on their application for employment or give false reason to obtain a leave of absence
- (f) They fail to report for work upon termination of any leave of absence without a bona fide excuse
- (g) They fail to report to work after being notified to report to work unless they have a bona fide excuse
- (h) They are laid off for a period of equal to the employee's seniority at time of layoff or two years, whichever is less.

Absence due to injury or disease for which Workmen's Compensation shall be paid shall not terminate seniority.

Section 6.5. Seniority Lists. The Employer shall furnish a current list of employees (full time and part time) which shall include the employees name, hiring date, county and departmental seniority date, classification and classification rate of pay. Such lists shall be revised (if changes or additions occur) every six (6) months and a copy given to the President of Local 211 and International Representative. The Union shall have the right to protest the accuracy of such lists within thirty (30) days from date of the Agreement or from any future revisions.

Section 6.6. Departmental Seniority Lists. Employees shall not be permitted to retain their name on more than one department seniority list at any one time. In the event an employee successfully bids and is awarded a permanent transfer to a new job classification in a new department, they shall be placed on the bottom of the seniority list for the job classification in the department to which they are transferred and be given a new departmental seniority date. Their name shall be removed from the seniority list of their former department as soon as they have successfully qualified for the job in their new department.

## **JOB TRANSFERS**

Section 7.0. Permanent Vacancies. When a job vacancy occurs, employees shall be considered first from those who work in the Department where the vacancy exists on the basis of their ability to perform the requirements of the job with the senior employee being given preference. The Employer may utilize testing to determine whether applicants for a position have the present ability to perform the requirements of the position. If there are no qualified employees in that Department who desire the vacancy, bids shall then be considered from employees in all other Departments as follows:

(a) A notice shall be posted for five (5) workdays on all bulletin boards setting forth the title of the job classification, the department, the rate of pay and a brief description of the required duties. A copy of the notice shall also be given to the Chairman of the Grievance and Negotiation Committee at the time of posting.

(b) Employees shall be eligible to submit a bid, in writing, on a form to be furnished by the Employer, requesting consideration for a permanent transfer to the job classification and department where the posted vacancy exists. Transfers shall be awarded on the basis of ability to perform the requirements of the job with the senior employee being given preference. Notice of the successful bidder, if any, shall be posted within five (5) workdays after the bidding closes or after the selection is made, whichever is later.

(c) There will be a separate seniority list for part-time employees but regular employees shall have preference in all matters affected by seniority. Bids from part-time employees shall be considered only after it has been determined that the vacancy cannot be filled by regular employees in the union.



(d) Employees returning from vacation shall have three (3) workdays from the date of their return to work to make application for jobs posted during their vacation absence. Such job posting shall be available in the employee's department and applications may be made through their Supervisor. This shall not prevent the Employer from filling such jobs at the time of posting, subject to the above.

In the event the vacancy is not filled through the bidding procedure established by this section, the Employer may fill the posted vacancy by hiring a new employee.

Section 7.1. New Job Training Period. An employee awarded a permanent transfer to a new job classification pursuant to the provisions of this section may be required to remain in their old job up to thirty (30) workdays. An employee awarded a new job classification under this section shall have a training period not to exceed thirty (30) workdays to qualify for such new job classification. By mutual agreement of the Union and the Employer, this thirty (30) day period may be extended. The Employer may disqualify an employee prior to the completion of such thirty (30) day period where lack of ability to qualify is clear. An employee who fails to qualify or does not desire to remain in the job shall be returned to their former job classification and department without loss of seniority rights.

Section 7.2. Temporary Vacancies. In the event there is a temporary job vacancy resulting from vacation leaves of absence, temporary work increase, etc., the Employer may fill such temporary job vacancy without following the procedures set forth in Section 7.0 Permanent Vacancies by transferring another employee or employees to such vacancy for a period not to exceed six (6) weeks, unless a longer time is agreed to by the Employer and the Union. Qualified employees shall be offered the opportunity to transfer in order of department seniority provided such employees can be spared from their regular job classification and if no qualified employee accepts such transfer, the Employer may transfer the most junior qualified employee who can be spared from their regular classification.

An employee temporarily transferred under this section shall acquire no seniority rights in the job classification or department to which they are temporarily transferred and upon completion of the temporary transfer the employee so transferred shall return to the job classification and department where they held seniority. An employee transferred under this section shall receive the minimum rate of pay for the job classification to which they are temporarily transferred or the rate of pay of the classification to which they hold seniority, whichever is higher, provided that the vacancy lasts one week or more.

Section 7.3. Chief Deputy Positions. The positions of Chief Deputy Clerk, Chief Deputy Treasurer and Chief Deputy Register of Deeds are appointed without regard to the job bidding provisions of this Agreement and individuals in these positions serve at the pleasure of their respective elected official; provided, however, such Chief Deputies shall be considered first from those who work in the Department where the position exists on the basis of their ability to perform the requirements of the job. If there are no qualified employees in that Department an appointee shall then be considered from the remainder of the bargaining unit. A Chief Deputy whose appointment is revoked by this elected official for a non-disciplinary reason will be considered to be laid off and may displace an employee

with less seniority as long as that employee has the necessary qualifications, skill and ability to perform the work in an effective and efficient manner. They may not replace, however, the newly appointed Chief Deputy in that department.

## **LAYOFF AND RECALL**

Section 8.0. Layoff. When a reduction in the working force is necessary, employees shall be laid off in accordance with their department seniority, that is, the employee with the least department seniority shall be laid off first, etc. so long as the employee retained has the ability and is physically able to perform the duties of the jobs which remain. Part-time employees in a particular department shall be laid off first before any regular employee is laid off. Whenever any employee is to be laid off, the Employer shall notify the employee and the Chairman of the Grievance Committee at least 24 hours in advance of such layoff, unless such notice is impossible.

Section 8.1. Displacement Rights After Layoff. Employees selected for layoff in accordance with the above procedure shall be entitled to displace any employee in another department who has less county seniority, in the same classification, or in a lower classification provided that the employee retained must have the present ability to perform the duties of the employee displaced. If employees shall desire to avail themselves of this procedure, they shall make a request, in writing, within five (5) working days after they are notified of layoff, to the supervisor of the department in which they desire to bump into.

Section 8.2. Recall. Laid off employees shall be recalled in the reverse order of layoff, by classification, in accordance with County seniority, that is the laid off employee with the greatest seniority in a given classification shall be recalled first for a vacancy in that classification, provided that the employee recalled must have the present ability to perform the duties of the job that is open.

Section 8.3. Recall Procedure. When recalling laid off employees, the Employer will notify them by registered mail at their last known address. If such employees do not notify the Employer within ten (10) days from the mailing date of such notice that they will report for work on the date specified or give satisfactory reasons for delay beyond such time, they shall be considered as having quit, and seniority shall be terminated. If the person called is not readily available within a 24 hour period, the Employer may call in the next employee in line and they shall be given a minimum of five (5) days work, after which the proper person could come in to work.

Section 8.4. Assistant Airport Manager Standby. The County reserves the right to require the Airport Operations Supervisor or the Clerical Assistant if certified as an Assistant Airport Manager to be on standby as Assistant Airport Manager when the Airport Manager is not available. Employees on standby will be provided with a cellular telephone or pager that they are required to carry in an on-mode while on standby. The \$125 quarterly payment provided in Section 17.15 is intended to be compensation for the standby service, but an individual who is called in to work at times other than their regular scheduled shift shall be paid in accordance with Section 10.5. This pay guarantee

under Section 10.5 shall only apply to a physical requirement to appear at the airport, and employees on standby who are able to resolve the matter without physically being required to report to the airport shall be paid in fifteen (15) minute increments.

## **HOURS OF WORK**

Section 9.0. Workweek. The workweek shall begin at 12:00 a.m. Sunday and end at 11:59 p.m. the following Saturday.

Section 9.1. Workdays and Work Hours. The normal hours of work for full time office and clerical employees shall consist of not less than thirty-five (35) straight time hours per employee beginning Monday and continuing for five (5) consecutive days - seven (7) hours per day. The normal hours of work for all full time employees working in seven day/ twenty four hour operation shall consist of not less than forty (40) straight time hours per employee. Daily hours shall be continuous and there shall be no split shifts.

Section 9.2. Lunch Periods. There shall be a one (1) hour unpaid lunch period each workday for each employee. Lunch periods may be scheduled upon a staggered basis so as to permit continuous operation of the Department. Notwithstanding the above, custodians who work the afternoon and night shift shall receive a twenty minute paid lunch hour.

Section 9.3. Rest Periods. There shall be two (2) fifteen minute rest periods during each workday; one in the morning and one in the afternoon. Rest periods shall be taken at reasonable and convenient times so as not to unduly interfere with departmental operations.

Section 9.4. Work Schedule Changes. The schedules for any department shall not be changed without seven (7) days prior notice to the employees and the Union, except in emergencies of short duration. Employee work schedules shall not be changed for the period covered by the schedule for the purpose of avoiding overtime.

Section 9.5. Overtime - Distribution. Overtime shall be distributed among the employees in a department in the same job classification on as equitable a basis as possible. If the employee is unavailable in the job classification where overtime work is necessary, then the overtime shall be distributed among the other employees in the department on as equitable a basis as possible. Whenever practical, the person with the least amount of overtime shall be asked first.

A chart shall be maintained and kept posted in all Departments and on the County Computer network, revised at the end of each pay period, showing overtime hours worked and also the total unscheduled overtime hours available to each employee, but not worked through no fault of the Employer. These hours shall be marked in red.

Section 9.6. Failure To Report For Work. Employees absent without authorized leave or who report late shall be penalized by a pay deduction in multiples of one-fourth (1/4) of an hour for each fifteen (15) minutes they are late. Habitual tardiness or absenteeism shall be cause for disciplinary action up to and including discharge.

Section 9.7 Maintenance Department Schedule. The parties recognize that the maintenance staff, because of the nature of his work assignment, is unable to be scheduled on a fixed and regular basis. These employees shall be paid time and one-half (1-1/2) for all hours worked in excess of eight (8) in a workday or forty (40) in any workweek. All PTO hours paid for but not worked count as hours worked for computation of weekly overtime.

## WAGES AND PREMIUM PAY

Section 10.0. Wages. During the term of this Agreement, wages shall be as set forth in Appendix A attached hereto and made a part hereof. The straight time regular rate of pay for employees shall be the hourly rate set forth in Appendix A. Employees shall begin at the "start" rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification. Employees who are promoted to a higher paid classification within their same department shall be paid at the same step they were on in their prior classification, while employees who are promoted to a higher paid classification in a different department shall be paid at the step they were on in their prior classification or at the one (1) year step, whichever is lower. Employees who are given a lateral transfer to a new job within their same job classification or who transfer to a lower paid job classification shall continue to be paid at the same step they were on prior to the transfer. The Employer reserves the right to place employees at advanced steps in the wage classification based upon prior work experience.

Section 10.1. Shift Premium. Shift premiums shall be paid as follows:

Period No.	Period Covering	Shift Premium
1	6 a.m. to 2 p.m.	No Premium
2	2 p.m. to 10 p.m.	30¢
3	10 p.m. to 6 a.m.	35¢

In all cases, shift premium shall be paid on the basis of actual hours worked in each of the above periods; provided that, when an employee performs continuous work during more than one of the above periods, they shall receive shift premium for their total hours of continuous work based upon the shift premium applicable to the period in which the majority of such hours fall. (In case the hours of work fall equally in two (2) periods, the higher premium shall be paid for all hours worked.)

Section 10.2. Overtime - Computation. For the purpose of computing overtime, eight (8) hours, (seven (7) hours for office and clerical workers) shall constitute a days work. All time worked over eight (8) hours or seven (7) hours for office and clerical workers in any 24 hour period, and all time worked over forty (40) hours or thirty-five (35) hours for office and clerical workers in any one workweek shall be paid at the rate of time and one-half (1-1/2). Notwithstanding the above, the first fourteen (14) minutes worked after the normal workday shall be paid at straight time. Fifteen (15) minutes to one (1) hour after the normal workday shall be paid at a minimum of one (1) hour at time and one-half. All sick

leave hours paid for but not worked count as hours worked for computation of daily and weekly overtime.

Section 10.3 Compensatory Time Off

Employees who are required to work in excess of their regular hours may elect to receive compensatory time off in lieu of receiving pay for the hours worked. This compensatory time shall be credited at the rate of one and one-half (1-1/2) hours for every hour worked in excess of their regularly scheduled hours. Compensatory time off may be accumulated to a maximum of twenty four (24) hours. The scheduling of compensatory time off shall be arranged in advance by the employee with their Department Head. A request for use of compensatory time may be denied or canceled if it would unduly disrupt the County's operations.

The Employer will continue to allow employees to make minor variations in their work hours such as working through lunch in order to leave early for necessary doctor appointments, provided that such arrangements have the approval of their Department Head and no overtime or compensatory time shall result.

Section 10.4. Pyramiding. There shall be no pyramiding of overtime.

Section 10.5. Call-In and Reporting Pay. Any employee ordered and reporting for work at any time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times. Employees will not be deliberately assigned to do unrelated work, or work which could be done during regular hours in order to try to have them fill in the two (2) hour call out, except that persons called out to fill a vacancy will complete the shifts in which the vacancy occurred. Employees reporting for work on their regular shifts without having been properly notified that there will be no work shall receive a minimum of four (4) hours pay at their regular rate.

Section 10.6. Longevity Pay. All regular full-time employees shall be paid longevity pay based upon their length of continuous service with the Employer in accordance with the following schedule:

Employees Hired after 6/30/89

<u>Continuous Service</u>	<u>Longevity Pay</u>
Less than five (5) years	\$ -0-
At least five (5) but less than ten (10) years	\$100.00
At least ten (10) but less than fifteen (15) years	\$150.00
At least fifteen (15) but less than twenty (20) years	\$200.00
At least twenty (20) years	\$250.00

Employees Hired Prior to 7/1/89

Continuous Service

Longevity Pay

At least twenty (20) years

6% of  
base pay

The provisions of this Section notwithstanding, for employees hired in full-time positions prior to July 1, 1989, the maximum longevity benefit shall be the sum of the amount the employee received as longevity pay in June and December, 1991, or \$950, whichever is greater.

Longevity pay is a lump sum payment to eligible employees, which is paid as close as possible to December 1 of each year. An employee's continuous service shall only be broken by a loss of seniority.

In order to be eligible for longevity pay, an employee must be on the Employer's active payroll as of December 1 of the applicable year. Employees who are not on the active payroll such as those who quit or are discharged shall not be eligible for longevity pay, but individuals who retire under the Employer's retirement plan, are on a workers compensation leave or an extended sick leave will receive a pro-rated longevity payment for that year.

10.7 On-call Pay for Snow at Airport

In order to assure compliance to FAA part 139 operations, Alpena County is required to have a plan in effect that will insure adequate snow removal on a seven day a week, twenty-four hour a day basis. In order for the County to perform necessary snowplowing with County employees, the following provisions shall be in effect:

1. The Union acknowledges that the County has the right to determine the schedules of employees working at the Alpena County Airport and has the right to assign employees mandatory on-call time in order to insure that minimum of two employees shall always be available to plow snow during the Annual Snow Season, which normally extends from November 15 through March 31. This two employee minimum availability shall be accomplished in the County's discretion through a combination of on duty and on-call employees, provided, however, that not more than two employees may be required to be on call at any one time.

2. The County will include in the available on-call pool all employees with a level II maintenance rating or higher who are considered by the County to be qualified to safely operate the equipment required to perform snow removal operations. The County will endeavor to assign on-call assignments to all employees in the on-call pool on a relatively equal basis and after taking into consideration individual on-call desires, but reserves the right to assign any qualified employee on-call status in order to achieve required snow

removal coverage. With the prior written permission of the Airport Operations Supervisor, or designated representative, employees designated to be on-call may make voluntary trades of on-call time.

3. Employees designated as being on-call are required to refrain from consuming any alcohol during the on-call period or such period prior to the beginning of any on-call period that would render them unable to safely carry out assigned duties. On-call employees will be provided with a cellular telephone that they are required to carry in an on mode during the entire on-call period. Employees are required to be able to respond to the airport within fifteen (15) minutes of a call to duty.

4. Employees required to be on-call will be paid \$16.00 for an on-call period of sixteen hours that occurs immediately before or after a normal workday or \$24.00 for an on-call period of twenty-four hours that occurs on a day when they are off duty. In addition to on-call pay, employees called in to work when on-call shall be paid in accordance with Section 10.5 for the time worked.

5. In the event that the County determines that it is unable to secure adequate staffing to accomplish necessary snow removal functions through the use of County employees pursuant to this procedure, the County may in its discretion hire and utilize outside contractors to perform any or all snow removal functions either as a replacement for County employees or in conjunction with County employees.

## HOLIDAYS

Section 11.0. Recognized Holidays. The following days shall be recognized as holidays:

New Year's Day (January 1)	Labor Day (First Monday in September)
Martin Luther King's Birthday (Third Monday in January)	Veteran's Day (November 11) Thanksgiving Day (Fourth Thursday in November)
President's Day	Day after Thanksgiving (Fourth Friday In November)
Good Friday	Day before Christmas (December 24)
Memorial Day (Last Monday in May)	New Year's Eve (December 31)
Independence Day (July 4)	
Christmas Day (December 25)	

If any of the above holidays falls on a Saturday, the preceding Friday shall be celebrated as the holiday. If any of the above holidays falls on a Sunday, the following Monday shall be considered the holiday.

Section 11.1. Holiday Pay and Eligibility. Employees who do not work on the holidays specified in Section 11.0. Recognized Holidays shall receive, as holiday pay, either eight (8) or seven (7) (whichever is their normal workday) straight time hours pay at their regular rate of pay, provided they meet all of the following conditions:

(a) A new employee shall not be eligible for holiday pay until after thirty (30) days from the date of their employment.

(b) The employee shall have worked their scheduled hours of work on their last scheduled workday preceding the holiday and also on their first scheduled workday following the holiday; provided, however, that absence or tardiness due to illness, on vacation or excused with pay, shall not disqualify an employee for holiday pay.

Employees scheduled to report for work on a holiday, but who fail to report for and perform such work, shall not be entitled to any holiday pay.

Section 11.2. Holiday Work. Employees who work on a holiday shall be paid at two and one-half (2-1/2) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when an employee works less than eight (8) or seven (7) (whichever is applicable) hours on a holiday and is otherwise eligible for holiday pay, they shall receive the balance of their eight (8) or seven (7) (whichever is applicable) hours of holiday pay for hours not worked. For the purpose of this section, a holiday is defined as a twenty-four (24) hour period beginning at 12:01 a.m. of the holiday.

Employees normally scheduled to work on a day which is a holiday (such as scheduled day employees) and given the day off because it is a holiday, shall have the holiday counted as eight (8) hours or seven (7) (whichever is applicable) hours of work for the purpose of computing weekly overtime. Actual hours worked on a holiday, not to exceed eight (8) or seven (7) (whichever is applicable) hours, are to be counted for the purpose of computing overtime. An employee called and reporting for work on a holiday shall receive a minimum of two (2) hours pay at double time and one-half (2-1/2). An employee called and reporting for work on Christmas will be paid double time for hours worked, plus the regular holidays pay for Christmas.

Section 11.3. Holiday While On Leave Of Absence or Layoff. In the event a seniority employee commences an approved leave of absence or goes on layoff during the workweek in which the holiday falls, they shall receive holiday pay notwithstanding the other eligibility provisions of this section.

## PAID TIME OFF (PTO)



Section 12.0. PAID TIME OFF All full time and regular part-time employees covered by this agreement shall be entitled to paid time off (PTO). The time off is at the discretion of an employee, subject only to the operational needs of the Employer.

Section 12.1 Paid Time Off Eligibility. In order to be eligible for the full amount of PTO each pay period, a full time employee regularly scheduled to work eight (8) hours per day must have actually worked a total of 80 hours during the pay period and a full time employee regularly scheduled to work seven (7) hours per day must have actually worked a total of 70 hours during the pay period. Full time employees who fail to actually work the required number of hours will be entitled to pro-rated PTO based upon the ratio of the hours actually worked to 80 or 70 whichever is appropriate for their normal work schedule. Regular part time employees will receive pro-rated PTO accrual based upon the number of hours actually worked to 80. For purposes of this Section, hours actually worked includes paid funeral leave, paid jury duty leave, paid time off, paid holidays, days off due to injury for which workers' compensation is paid by the Employer (not to exceed one year for such injury) shall be counted as eight (8) or seven (7) (whichever is applicable) hours of work for each day, and all hours actually worked. A maximum of eighty (80) hours per two week pay period shall be eligible for PTO accrual purposes for a fulltime employee regularly scheduled to work eight (8) hours per day or a regular part time employee. A maximum of seventy (70) hours per two week pay period shall be eligible for PTO accrual purposes for a fulltime employee regularly scheduled to work seven (7) hours per day.

Section 12.2 Accumulation of Time Off. Employees earn PTO as follows based upon their anniversary date of their employment:

	35 Hr.	40 Hr.
Hire date to three years	4.846	5.538 hours per pay period
Three years to Ten years	5.653	6.461 hours per pay period
Ten years to Fifteen years	6.192	7.076 hours per pay period
Over Fifteen years	7.538	8.615 hours per pay period
Grandfathered employees*		1.346 additional hours per pay period.

\*Kristi Koperwas, Mary Anne Kucharek and Norma Seguin are the grandfathered employees.

PTO accrues and is credited each two week pay period based upon the employee's years of completed service as of the end of that pay period and the number of hours that they actually worked during that pay period.

Section 12.3 Use of PTO PTO may be used for vacation days, sick days or any other reason. Employees must use PTO for any absences and may not use any authorized unpaid

time until all the employee's PTO is exhausted. Unless an employee is off on short-term disability and then an employee may save the equivalent of forty (40) hours of PTO. If an employee is off under the Family Leave Act, then all paid time off must be used first, unless an employee opts to save forty-(40) hours.

Section 12.4 Prior Notification for the use of PTO. Each Department Head will post available time-off periods and the number of employees that will be allowed PTO at the same time. Employees must have their PTO requests in to their department head by February 15<sup>th</sup> of each year. PTO time will be granted by seniority. Each employee in each department will be allowed to choose one (1) block of time. (A block of time is consecutive days or weeks) When each employee has had their initial choice, then the process is repeated for their second choice for each employee. This process is repeated until all requests have been examined. Any PTO request after February 15<sup>th</sup> will be granted on a first come first serve basis. If more than the number allowed to be off request for the same period off at the same time, then Seniority will prevail. PTO requests for the period from January 1<sup>st</sup> to February 15<sup>th</sup> of each year will be on a first come, first serve basis, Seniority will prevail on a request for the same period off, filed the same time. Once granted, PTO may only be cancelled at the discretion of the department head.

Section 12.5 PTO rules:

- (a.) PTO is compensated at the employee's regular straight time hourly rate of pay.
- (b.) The employer shall post monthly the PTO hours each employee has in their PTO Bank or provide that banked PTO on their paychecks. Plus keep a manual record of PTO in the payroll office.
- (c.) 176 PTO hours for forty hour employees and 154 PTO hours for thirty-five hour employees are the maximum hours that may be carried from one PTO leave year to the next year. A leave year begins on January 1 and ends on December 31 of the same year.
- (d.) If an employee has PTO in excess of the 154 hours for thirty-five hour employees and 176 hours for forty hour employees on December 31 of each year, they forfeit those hours with the exception of extenuating circumstances approved by the Department Head and the Personnel Committee.
- (e.) If an employee retires in accordance to the rules of the MMERS plan in effect or in the event of death, the employee or the employee's estate shall be paid 100% of the value of the hours in the employee's PTO bank.
- (f.) If an employee is laid off, they shall receive 100% of the value of the hours in the employee's PTO Bank or may opt to have the employer hold those hours in the bank for a period not to exceed one (1) year.
- (g.) An employee, who resigns their position with a fourteen (14) day advance notice, shall receive 50% of the value of the hours in the employee's PTO Bank.

(h.) If an employee is terminated from their employment or fails to give a fourteen (14) day notice, they shall receive none of their PTO Bank.

(i.) New employees can not use earned PTO, unless sick or injured, until they have completed their probationary period, but will earn PTO during that time.

(j.) Pay advance is available to an employee if their PTO falls during the regular pay period. The employee shall request this payment two (2) weeks prior to their last workday in writing on a form provided by the employer.

(k.) PTO may be utilized during periods when an employee is receiving voluntary workers' compensation payments from the Employer or sickness and accident insurance payments to the extent necessary to maintain the employee's net take home pay based upon a forty (40) hour workweek or the employee's normal workweek, whichever is lesser. The first seven (7) days that an employee is off work due to work-related injuries will be paid by the Employer without charge to PTO. In the event that payments shall be found to be a wage continuation program under the workers' compensation laws of the State of Michigan, the parties agree to renegotiate this subsection.

## **LEAVES OF ABSENCE**

Section 13.0. Purpose of Leaves. It is understood by the parties that leaves of absences are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. Without the prior permission of the Employer, any employee who engages in employment with another employer while on a leave of absence shall be considered to have quit.

Section 13.1. Unpaid Personal Leave of Absence. The Employer may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed thirty (30) calendar days. Requests for personal leave shall be in writing, signed by the employee, and given to the employee's Department Head. Such requests shall state the reason for the leave. An extension of personal leave of absence may be granted by the Employer in its discretion, provided the extension is requested prior to the termination of the original leave period. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the employee's Department Head, with notice to the Personnel Committee.

Section 13.2. Non-Duty Disability Leave. A disability leave of absence will be granted to employees who have been absent for more than five (5) consecutive working days because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twenty-four (24) consecutive months or the length of their seniority, whichever is

lesser. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, shall require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is physically or mentally able to return to work.

Section 13.3. Workers' Compensation Leave. A leave of absence for a period of not more than twenty-four (24) months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the Employer, subject to the Employer's right to require medical proof. The Employer, in its sole discretion, upon written application, may grant extension of the leave. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

Section 13.4. Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

Section 13.5. Jury Duty Leave. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of twenty (20) days per year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's regular rate of pay for the employee's regularly scheduled hours and the amount the employee received from the court. In order to be eligible to receive jury duty pay from the Employer, an employee must:

- (a) Be an employee who has completed the probationary period;

(b) Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;

(c.) Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;

(d) Return to work promptly after he is excused from jury duty service.

Section 13.6 Funeral Leave. An employee shall be granted up to three (3) consecutive working days' leave to attend the funeral in the event that a death occurs in the employee's immediate family or the immediate family of the employee's spouse. An employee who loses work from his regularly scheduled hours shall receive his regular rate for such lost time for the funeral leave. "Immediate family" shall mean the employee's husband, wife, parents, grandparents, grandchildren, children (natural, adopted, or step), brothers and sisters, and parents-in-law or close relative living with the employee. One (1) work day shall be allowed to attend the funeral of an employee's sister-in-law or brother-in-law. In the event that the funeral of a member of the employee's immediate family shall take place out of the State of Michigan, an additional period of two (2) consecutive working days leave shall be granted.

Section 13.7. Union Leave. The Employer shall grant an unpaid leave to allow employees selected by the Union or any labor organization with which the Union is affiliated to attend meetings or perform duties related to the Union's operation. An employee requiring such a leave shall advise the Employer at least five (5) days in advance.

Section 13.8. Public Office Leave. Full time employees with seniority who are appointed or elected to public office or a supervisory/managerial position with Alpena County will be granted a leave of absence without pay. Employees on a public office leave shall retain all accrued seniority, but shall not accrue further seniority during the period they hold the public office. Employees whose public office leave ends may return to any vacant position in the department they were assigned to prior to the leave or may displace an employee with less seniority as long as the returning employee has the necessary qualifications, skill and ability to perform the work in an effective and efficient manner; provided, however, that no such right to return may be exercised over the positions of Chief Deputy Clerk, Chief Deputy Treasurer, and Chief Deputy Register of Deeds.

Section 13.9. Return to Work After Leave of Absence. Employees returning from Employer approved leaves of absence will be reinstated to their former job classification. The provisions of the foregoing notwithstanding, the Employer reserves the right not to reinstate to their former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work. A decision by the Employer not to reinstate any employee under this section is subject to review through the grievance and arbitration procedure of this Agreement.

Section 13.10. Fringe Benefits on Leave of Absence. Fringe benefits shall not accumulate, accrue, or be paid during any unpaid leave of absence, except as expressly provided in this Agreement.

Section 13.11. Family and Medical Leave. Employees who have been employed for a least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

- (1) The birth of a son or daughter, and to care for the newborn child;
- (2) The placement with the employee of a son or daughter for adoption or foster care;
- (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- (4) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An eligible employee is entitled to a total of 12 workweeks (26 workweeks for qualifying military) of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave.

Employees desiring leaves of absence under this section shall provide written notice to the Employer setting forth the reasons for the requested leave, the anticipated start date of the leave, and its anticipated duration. A request for leave to care for the employee's spouse, son, daughter, or parent with a serious health condition, or due to the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, must be supported by a certification issued by the health care provider of the employee or the employee's ill family member. If the Employer has reason to doubt the validity of a medical certification, it may require the employee to obtain a second opinion at the Employer's expense from a health care provider of its choice. If the opinions of the employee's and the Employer's designated health care providers differ, the Employer may require the employee at the Employer's expense to obtain certification from a third health care provider designated or approved jointly by the Employer and the employee. The Employer may request recertification at any reasonable interval.

Employees on leaves of absence under this section shall be paid in accordance with the following:

- (1) In instances where the leave is needed due to the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid time off days.
- (2) In instances where the leave is needed for reasons other than the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid time off days.

As a condition of the leave, employees must utilize available paid time off in the order set forth above and cannot elect to have unpaid leave in order to retain paid leave other than 5

days of PTO for use at other times. Upon the exhaustion of accrued paid leave days with the exception of the retention of five days of PTO, the remainder of the leave shall be without pay. While on leave, an employee's coverage under any group health plan shall be continued on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.

On return from leave, an employee shall be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, unless the employee is no longer qualified for the position because of their physical or mental condition or the failure to maintain a necessary license or certification. Employees whose leave was occasioned by a serious health condition that made the employee unable to perform their job are required to obtain and present certification from the health care provider that they are fit for duty and able to return to their work. This certification must be provided at the time the employee seeks reinstatement at the end of the leave, and the Employer may deny restoration until satisfactory certification is provided.

The provisions of this section are supplemented by the County's Family and Medical Leave policy, and are further explained by the current Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act.

## **RETIREMENT**

Section 14.0. Retirement. The program of retirement benefits provided for in Plan B2 of the Michigan Municipal Employees Retirement System (with eight (8) year vesting) shall be in effect for employees covered by this Agreement. The Employer shall pay all contributions to this retirement plan. The statutes and regulations establishing the Michigan Municipal Employees Retirement System control the specific terms and conditions governing the retirement plan.

## **INSURANCE**

Section 15.0. Hospitalization Insurance. The Employer will make available a group insurance program covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The insurance program will provide the coverages set forth on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 15.1. Payment of Health Insurance Costs. During the term of this Agreement, the Employer agrees to pay the full amount per month for single subscriber, two person and family coverage for eligible full time employees who elect to participate in the group insurance plan and prescription plan in Appendix B. Regular part-time employees shall receive prorated payment of insurance premiums, based upon the ratio of their regularly scheduled hours to one hundred sixty (160). Employees electing sponsored dependent and/or family continuation coverage are responsible for payment of the premium costs for this additional coverage. The Employer's obligation shall be limited to these amounts; provided, however, that the Employer shall not be required to pay more than the cost of full family coverage in effect as of 12-31-2011.

Section 15.2. Dental, Vision and Medical Reimbursement. The Employer will make available a self-funded program covering dental, vision, and medical care expenses for participating full time employees and their eligible dependents. Under this program, the Employer will reimburse eligible employees for up to \$1,000 per calendar year in dental, vision care and medical expenses incurred by full time employees and their eligible dependents. Authorized expenses are specified in IRS Code 213 (d) FSA Eligible Medical Expenses IRS Publication 502. These funds are available January 1<sup>st</sup> of each year. In the event that an employee does not fully utilize this reimbursement in any calendar year, the amount will be forfeited. Any reimbursement for the calendar year must be submitted by December 28<sup>th</sup> of that year to the Clerk's Office. Regular part-time employees working less than a full year will be eligible for a pro-rated reimbursement. This benefit is pro-rated per month for all full time employees, so a new hire would earn this benefit pro-rated based on the months remaining in the calendar year. Employees leaving County employment are not entitled to payment of any unused amounts after their last paycheck is issued. Requests for reimbursement must be attached to a form provided by the clerk's office.

Section 15.3. Employees Not Needing Health Care Insurance. Full time employees who have available health care insurance through a plan with their spouse's employer and elect to drop out of the County's health care plan shall be eligible to receive \$400.00 per month in lieu of health care insurance. This will be paid to the employee in the second payroll check each month or put into the employee's account under the County's deferred income plan. This election shall be made on an annual basis and shall be effective for that full year.

Section 15.4. Term Life Insurance. All full-time and regular part-time employees shall be eligible for term life insurance policy coverage as follows:

	Group <u>Life Insurance</u>	Accidental Death And <u>Dismemberment</u>
Full-time	\$20,000	\$20,000
Regular part-time	\$20,000	\$20,000



The specific terms and conditions governing the term life insurance coverage are set forth in detail in the master policy or policies issued by the carrier or carriers. The Employer agrees to pay the required monthly premium for eligible employees.

Section 15.5. Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, or unpaid leave of absence commences. Employees on Employer approved leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work. The County will comply with the worker's compensation laws and current cobra laws.

Section 15.6. Insurance Carrier. The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs; provided, however, that the benefits provided shall remain reasonably comparable or better. Prior to changing carriers, a special conference will be called to discuss the changes and disputes over whether the benefits are reasonably comparable or better and are subject to the grievance procedure.

Section 15.7. Sickness and Accident Insurance. During the term of this Agreement, the Employer shall obtain and pay the required premiums for a sickness and accident insurance program for those full time and regular part-time employees occupying a classification covered by this Agreement. Employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity payments consisting of sixty-six and two-thirds percent (66.67%) of their normal gross weekly wages up to a maximum of \$400.00 per week. These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or from the eighth (8th) day of disability due to sickness, for a period not to exceed twenty six (26) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation paid under a retirement plan, the Social Security Act, or any Workers' Compensation Act.

## **STRIKES AND VIOLATIONS**

Section 16.0. Continued Work Pledge. Adequate procedure having been provided for the equitable settlement of any grievance arising under this Agreement, the parties hereto agree that there shall be no suspension of work through strikes, slow-downs, lockouts or otherwise, during the life of this Agreement.

Section 16.1. Violation of Continued Work Pledge. The Employer shall have the right to discharge or discipline any employee participating in any strike, slowdown or other suspension of work; and the Union agrees not to oppose such action. However, it is understood that the Union shall have recourse to the grievance procedure as to matters of fact in the alleged action of such employee.

Section 16.2. Union Affirmative Action. In the case of any strike, slowdown or other suspension of work not authorized by the International Union, the Local Union or any of their officers, the Employer agrees that neither the International Union, the Local Union, nor their officers shall be liable for damages, provided that the Union shall promptly and in good faith use every reasonable means at its disposal to bring about a resumption of normal operations.

Section 16.3. Crossing Picket Lines. No employee shall be disciplined for refusal to cross a picket line of any Union where crossing the said picket line would reasonably subject the employee to physical injury.

## MISCELLANEOUS

Section 17.0. Bulletin Boards. The Employer shall provide to the Union five (5) bulletin boards, one located in the Courthouse in the employee lounge and one located at the County Annex Building, adjacent to the Prosecutor's Office, one at Central Maintenance Facility, one at MSU Extension and one at the Airport Terminal.

Section 17.1. Job Classification Changes. When any employee feels the nature of their work entitles them to a change in their job classification, this matter shall be presented to the Employer in writing. The Employer and the Union will schedule a meeting to review the request.

Section 17.2. New Classifications. If the Employer establishes a new classification covered by this Agreement, the Union shall be provided at least twenty (20) calendar days prior to the implementation of the classification with the title of the new classification, a brief description of the job to be performed and the proposed wage rate. If the Union believes the proposed wage rate is inappropriate, the Union shall, within fifteen (15) calendar days after notification of the proposed wage rate, advise the Employer in writing of its intention to request bargaining over this wage rate, and the parties shall thereafter meet to discuss the proposed rate. In the event that the Union does not request bargaining within the fifteen (15) calendar day limit, the proposed wage rate shall be considered to be the agreed upon wage rate for that classification.

Section 17.3. Pay Periods. Payment of wages shall be biweekly on Friday.

Section 17.4. Safety and Health. All legal obligations and duties imposed by law upon the Employer for the preservation of life and property shall be complied with to the fullest extent. The employees will abide by all reasonable rules and regulations of the Employer for the protection and the preservation of life and property. When in the opinion of an employee or the Union, reasonable protection is not provided for the prevention of injury or

the preservation of health, this shall be considered as a proper subject for grievance to be taken up pursuant to the regular grievance procedure.

Section 17.5. Safety Boots. All Maintenance employees shall be required to wear safety boots. The Employer agrees to reimburse these employees for the necessary cost of these boots, up to a cost of \$100.00 per person per year.

Section 17.6. Reemployment Following Active Military Service. Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

Section 17.7. Appraiser Certification Tests. The Employer will reimburse employees for the cost of the Level I certification test upon the successful completion of the test. Other expenses in connection with the test are the responsibility of the employee.

Section 17.8. Travel Allowances. Any employee who is required to use their personal vehicles for County business shall be reimbursed for his actual mileage involved in accordance to the County Board of Commissioners travel policy.

Section 17.9. Test The Union will be provided with advance notification that a test will be utilized, and if requested a special conference will be held to discuss Union problems with the test selected. The Employer agrees not to utilize any test objected to by the Union without first validating the appropriateness of the test and having both parties agree.

Section 17.10. Governmental Laws. This Agreement shall be consistent with and is subject to government laws and in the event that any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided thereafter, such provision shall be void and inoperative, however, all other provisions of the Agreement shall, insofar as possible, continue in full force and effect.

Section 17.11. Political Activities. Employees may, except during hours that the employee is working for the County, engage in political activities. Employees who are elected to a County office may not remain active County employees after commencement of their term of office.

Section 17.12. Supplemental Employment. Supplementary employment by employees is permitted under the following circumstances:

A. Supplemental employment must not be engaged in at a County facility, utilizing County materials, or other County personnel while on the County payroll.

B. Supplemental employment must not be engaged in during an employee's regularly scheduled working hours.

C. The supplemental employment must not cause a conflict in interest, the appearance of a conflict of interest, or interfere in any way with the satisfactory performance of the employee's County duties.

Employees desiring to engage in regular supplemental employment must advise their Department Head of the nature of the employment, the employer, the approximate number of hours to be worked in a given work week, and the nature of the duties to be performed. In the event that the County considers that the supplemental employment violates this policy, a special conference shall be called to discuss the employee's status.

Section 17.13. Tuition Reimbursement Policy. The County of Alpena agrees to reimburse employees, if money is available, for educational courses in accordance with the following:

1. The educational course must be related to the employee's County employment.
2. The employee shall make application to the County Personnel Committee through their Department Head. The application shall indicate the course proposed to be taken, the estimated cost for tuition, books and supplies, and indicate why the employee considers the course to be related to their County employment.
3. The application will be reviewed by the Department Head, who will make a recommendation to the County's Personnel Committee concerning whether the course is related to the employee's County employment.
4. The County Personnel Committee will authorize reimbursement of the actual cost of tuition, books and supplies up to a maximum of \$200 per year for any employee, if it considers that the proposed course is related to the employee's County employment. Reimbursement is subject to completion of the course with a passing grade. Subject to available appropriations, additional amounts may be authorized for coursework considered to be directly related to the employee's current County employment.
5. The decision of the County Personnel Committee regarding an application for tuition reimbursement is final.

Section 17.14. Residency. Employees covered by this Agreement are not required to maintain residency within the County of Alpena as a condition of employment.

Section 17.15. Assistant Airport Manager Certification. An employee in the position of Airport Operations Supervisor is required as a condition of continued employment to have a current certification as a Michigan Assistant Airport Manager. In the event that an individual selected as the Airport Operations Supervisor does not currently possess a

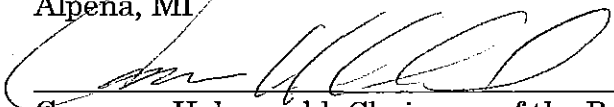
current certification as a Michigan Assistant Airport Manager, they shall be provided with a period of twelve (12) months to secure that certification. The Clerical Assistant may become a certified Michigan Assistant Manager, after working at the Airport for one year. Airport Operations Supervisor and the Clerical Assistant will be paid a certification payment of \$125 during any quarter (January-March, April-June, July-September, and October-December) during which they possess the required certification during all of the three-month period.


Section 17.16. Wage Opener. The County agrees to open the contract for wages only if a wage increase is given to any other unit of employees under sole Alpena County jurisdiction.


Section 17.17 Term of Agreement. The terms of this Agreement shall become effective as of January 1, 2010, except as otherwise noted, and continue until December 31, 2011. The Agreement shall then be automatically renewed for additional periods of one year unless either party shall notify the other party at least sixty (60) days before the expiration date of its desire to change or terminate the Agreement. Both parties pledge themselves to meet within fifteen (15) days from the time of such notice for the purpose of negotiating any changes or renewal.

IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signatures at Alpena, Michigan, as of this 30th day of March 2010.

ALPENA COUNTY COURTHOUSE  
Alpena, MI

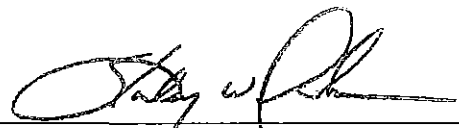
  
Cameron Habermehl, Chairman of the Board  
Board of Commissioners

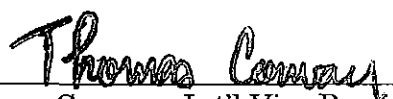
  
Dale Bell, Chairman  
Chairman, Salary & Personnel Comm.

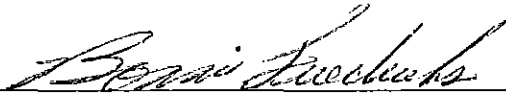
  
Ed Black  
Prosecuting Attorney

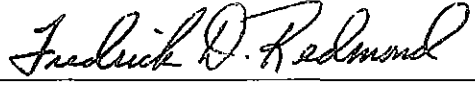
UNITED STEELWORKERS,  
AFL-CIO-CLC

  
Leo W. Gerard, Int'l President

  
Stan Johnson, Int'l Secretary-Treasurer

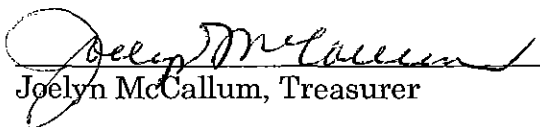
  
Thomas Conway, Int'l Vice President  
(Admin)

  
Bonnie Friedrichs, Clerk

  
Fred Redmond, Int'l Vice President  
(Human Affairs)


  
Kathy Matash, Register of Deeds


  
Michael Bolton, District 2 Director

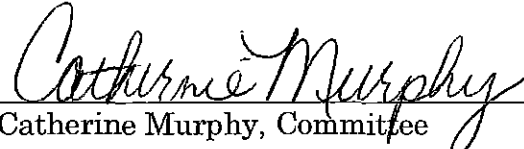
  
Joelyn McCallum, Treasurer

  
Al Firby, USW Staff Representative

**LOCAL UNION 211-02**

  
Mandy Smith, President

  
Nancy Szejbach, Unit President, LU211-02

  
Catherine Murphy, Committee

  
Matt Splitt, Committee

**APPENDIX "A"**  
**WAGES**

<b>Statutory Chief Deputies</b>		<b>Start</b>	<b>6-months</b>	<b>year-1</b>	<b>year-2</b>	<b>year-3</b>	<b>year-4</b>	<b>year-5</b>
2010 – Jan 1		12.10	13.29	14.52	14.83	15.14	15.26	
2011 – Jan 1		12.10	13.29	14.52	14.83	15.14	15.26	
<b>Legal Secretaries</b>								
2010 – Jan 1		12.10	13.29	14.52	14.83	15.14	15.26	
2011 - Jan 1		12.10	13.29	14.52	14.83	15.14	15.26	
<b>Clerical Assistant/Deputy</b>								
2010 – Jan 1		11.75	12.94	14.16	14.46	14.70	14.89	
2011 - Jan 1		11.75	12.94	14.16	14.46	14.70	14.89	
<b>Appraiser</b>		(Note: \$.30 per hour less if not a level one, \$.30 a hour more if a Level two)						
2010 – Jan		12.04	13.24	14.45	14.76	15.06	15.18	15.30
2011 - Jan 1		12.04	13.24	14.45	14.76	15.06	15.18	15.30
<b>Senior Appraiser</b>								
2010 – Jan 1		12.77	13.97	15.18	15.48	15.79	15.94	16.05
2011 - Jan 1		12.77	13.97	15.18	15.48	15.79	15.94	16.05
<b>Maintenance 1</b>		<b>Start</b>	<b>6-months</b>	<b>year-1</b>	<b>year-2</b>	<b>year-3</b>		
2010 – Jan 1		11.39	12.62	13.83	14.13	14.42		
2011 - Jan 1		11.39	12.62	13.83	14.13	14.42		
<b>Maintenance 2</b>								
2010 -- Jan 1		11.50	12.69	13.90	14.21	14.51		
2011 – Jan 1		11.50	12.69	13.90	14.21	14.51		
<b>Maintenance 3</b>								
2010 – Jan 1		11.83	13.05	14.25	14.55	14.86		
2011 – Jan 1		11.83	13.05	14.25	14.55	14.86		
<b>Airfield Operation Supervisor</b>								
2010 – Jan 1		15.44	15.73	16.01	16.45	16.74		
2011 - Jan 1		15.44	15.73	16.01	16.45	16.74		
<b>Assistant Building Supervisor</b>		(Note: This position has an assigned take home county vehicle)						
2010 – Jan 1		12.39	13.61	14.81	15.13	15.42		
2011 - Jan 1		12.39	13.61	14.81	15.13	15.42		

## APPENDIX "B"

### Healthcare and RX Plan

The hospitalization insurance program provides the following coverage. This coverage is currently provided through Blue Cross Blue Shield PPO2 plan. The County may provide coverage with another provider, however, the benefits provided shall remain reasonably comparable or better.

- Deductible \$200/\$400
  - Co-Pay 10%
  - Prescription \$10/\$40/\$80 \*(reimbursed to 10/20/20)
  - Mail Order \$20/\$80/\$160
  - Office Visit \$40 \*(reimbursed to \$20)
  - Urgent Care \$40
  - ER Visit \$250 (waived if accident/hospitalized)
  - Preventative Care \$500 Ann. Max.
- Notes BC/Mammo



## APPENDIX "C"

### RULES AND REGULATIONS

1. Destroying the County or other employees' property or removing such property without proper permission.
2. Habitual absence and tardiness.
3. Fighting on County property, except in self-defense.
4. Falsifying records.
5. Drinking on the job or being drunk on the job.
6. Use of narcotics on the job.
7. Failure to perform the duties of your job or refusing to follow reasonable orders.
8. Failure to wear protective equipment where instructed and required.
9. Failure to report an accident to supervisor or take First Aid when injury is sustained in the course of employment.
10. Failure to wear protective equipment or follow safety rules.
11. Failure to observe sanitary procedures.
12. Misuse of public funds.
13. Conviction of crimes, which would result in public mistrust.
14. Accepting gratuities for favored services.
15. Workplace harassment or Sexual harassment per County Policy.
16. Computer and Internet usage per County Policy.

ALPENA COUNTY

-and-

UNITED STEELWORKERS


Letter of Understanding Regarding Chief Deputies

The County Clerk, County Registrar of Deeds, and County Treasurer agree that they have no present intentions to remove their present Chief Deputies from their present positions.

IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signatures at Alpena, Michigan, as of this 30<sup>th</sup> day of March 2010.

ALPENA COUNTY COURTHOUSE

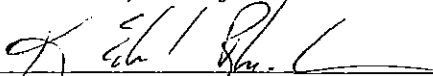
Alpena, MI



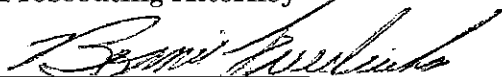
Cameron Habermehl, Chairman of the Board  
Board of Commissioners



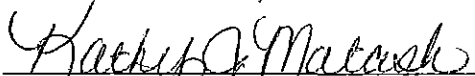
Dale Bell, Chairman  
Chairman, Salary & Personnel Comm.



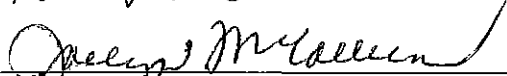
Ed Black  
Prosecuting Attorney



Bonnie Friedrichs, Clerk



Kathy Matash, Register of Deeds

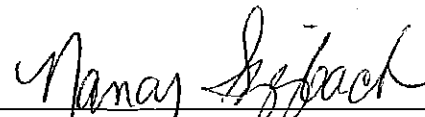


Joelyn McCallum, Treasurer

UNITED STEELWORKERS,  
AFL-CIO-CLC LOCAL UNION 211-02



Mandy Smith, President



Nancy Szejbach, Unit President, LU211-02



Catherine Murphy, Committee



Matt Splitt, Committee

ALPENA COUNTY

-and-

UNITED STEELWORKERS

LETTER OF UNDERSTANDING REGARDING JOB CLASSIFICATION CHANGE FOR  
UNION POSITION WITHIN THE COUNTY COMMISSIONERS OFFICE


Local 211 will approve requested change outside of contract negotiation time only if the following can be agreed to:

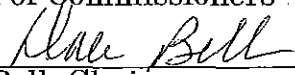
1. That the Commissioner's Office has no intention of removing this position from the union-and in the event they ever saw the need to do so it would be subject to discussion and voting by the Union. In the event this voting was passed, said department would have to create another union position to make up for the loss as we are not in favor of losing a union member/position.
2. The job classification will remain Legal Secretary until it can be discussed and agreed upon at our next negotiation. This position as Legal Secretary will be open for bumping based on Seniority rather than job classification.

\*this agreement is subject to arbitration

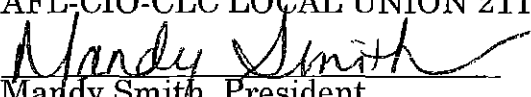
IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signatures at Alpena, Michigan as of the 30<sup>th</sup> day of March 2010.

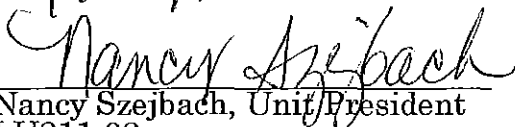
ALPENA COUNTY COURTHOUSE  
Alpena, MI

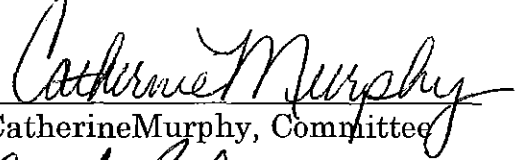
  
Cameron Habermehl, Chairman of the Board  
Board of Commissioners

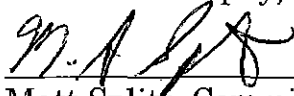
  
Dale Bell, Chairman  
Salary and Personnel Committee

UNITED STEELWORKERS  
AFL-CIO-CLC LOCAL UNION 211-02

  
Mandy Smith, President

  
Nancy Szejbach, Unit President  
LU211-02

  
Catherine Murphy, Committee

  
Matt Splitt, Committee

ALPENA COUNTY  
-and-  
UNITED STEELWORKERS


Letter of Understanding Regarding Payment of Health Insurance Costs

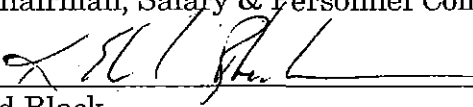
The provisions of Section 15.1. Payment of Health Insurance Costs limits the Employer's obligation to pay insurance premiums to the cost of full family coverage in effect as of 12-31-2011. The provisions of that section notwithstanding, the Employer agrees to pay on a temporary basis the cost of the increased health insurance premiums that may become effective after 12-31-2011 for up to four months after either party requests to reopen this agreement. This four-month period shall be calculated from the date of the first collective bargaining session between the parties unless either party declines to set a reasonable bargaining date in which case it shall run from the earliest date for negotiations proposed by either party. At the completion of the four-month period and thereafter, the Employer's premium payment obligations will automatically revert to the level of insurance premiums in effect as of 12-31-2011 until such time as a successor agreement is in effect.

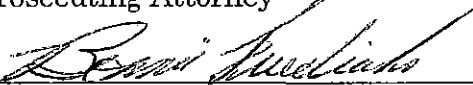
IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signatures at Alpena, Michigan, as of this 30<sup>th</sup> day of March 2010.


ALPENA COUNTY COURTHOUSE  
Alpena, MI

  
Cameron Habermehl, Chairman of the Board  
Board of Commissioners

  
Dale Bell, Chairman  
Chairman, Salary & Personnel Comm.

  
Ed Black  
Prosecuting Attorney

  
Bonnie Friedrichs, Clerk


  
Kathy Matash, Register of Deeds


  
Joelyn McCallum, Treasurer

UNITED STEELWORKERS,  
AFL-CIO-CLC LOCAL UNION 211-02

  
Mandy Smith, President

  
Nancy Szejbach, Unit President, LU211-02

  
Catherine Murphy, Committee

  
Matt Splitt, Committee

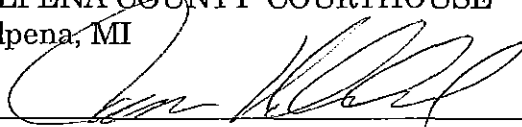
ALPENA COUNTY  
-and-  
UNITED STEELWORKERS

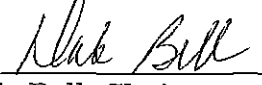
Letter of Understanding Regarding Paid Sick Leave

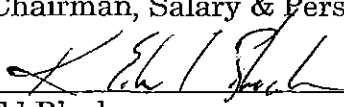
The provisions of Section 13.2(e) notwithstanding, all sick leave credited to employees as of June 30, 1996, in excess of twelve (12) days shall be converted to a fixed dollar value based upon 100% of the value as of June 30, 1996, which may be used later by that employee to supplement payments under the sickness and accident payment plan. In addition, any employee who has frozen sick leave under the terms of the prior Letter of Understanding will have this amount added to the bank. Any amounts remaining unused upon death or retirement will be paid to the employee; provided, however, that employees hired after 6-30-89 will receive only 50% of this unused amount. In addition, unused frozen days will be paid upon termination of employment. The amounts set forth on this Letter of Understanding shall not be negotiable in future years.

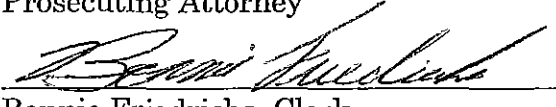
IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signatures at Alpena, Michigan, as of this 30<sup>th</sup> day of March 2010.

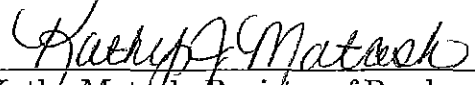
ALPENA COUNTY COURTHOUSE  
Alpena, MI

  
Cameron Habermehl, Chairman of the Board  
Board of Commissioners

  
Dale Bell, Chairman  
Chairman, Salary & Personnel Comm.


  
Ed Black  
Prosecuting Attorney

  
Bonnie Friedrichs, Clerk

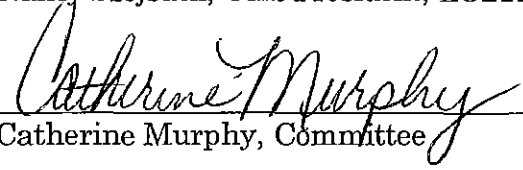
  
Kathy Matash, Register of Deeds

  
Joelyn McCallum, Treasurer

UNITED STEELWORKERS,  
AFL-CIO-CLC LOCAL UNION 211-02

  
Mandy Smith, President

  
Nancy Szejbach, Unit President, LU211-02

  
Catherine Murphy, Committee

  
Matt Splitt, Committee

ALPENA COUNTY  
-AND-  
UNITED STEELWORKERS

Letter of Understanding regarding Prosecutor Office Employees


The employees working in the Prosecutor's office are selected by the Prosecutor and work under the direction and control of that elected official. The parties have agreed in Section 4.0. Management Rights that "nothing in this Agreement can restrict, interfere with or abridge any rights, powers, authority, duties or responsibilities conferred upon or vested in the Employer, or any of its elected or appointed officials, by the laws and constitution of the State of Michigan or the United States of America." In addition to all such rights conferred by law, the Employer and its department heads, reserve the right to manage its affairs efficiently and economically including, but not by way of limitation, ..., the right to hire, to suspend or discharge for just cause, ... One of the statutory retained rights of the Alpena County Prosecuting Attorney is contained in MCL 49.35 which provides:

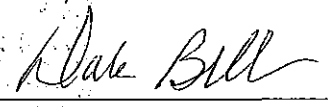
Sec. 5. Said assistant prosecuting attorneys and other employees appointed by said prosecuting attorney under this act **shall hold office during the pleasure of the prosecuting attorney.**(emphasis added)

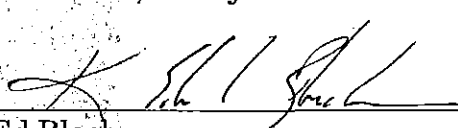
This provision was interpreted by Judge Kowalski in *Alpena County v United Steelworkers Local 211*, Case No.04-3447-CL to mean that the execution of a collective bargaining agreement containing the language found in Section 4.0 of this Agreement was not a waiver of the Alpena Prosecuting Attorney's rights under MCL 49.35 and that employees in the Prosecutor's office continue to serve at the pleasure of the Alpena Prosecuting Attorney and are not subject to a contractual just cause standard for discipline or discharge. In view of this standard, the parties agree that a grievance involving the discipline or discharge of an employee in the Prosecutor's Office may only be processed through Step 4 (Mediation) and is not subject to arbitration. In the event of a layoff, employees in other County Departments may not bump into the Prosecutor's office and employees in the Prosecutor's Office may not bump into other County Departments.

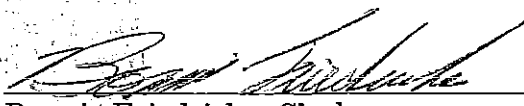
IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signatures at Alpena, Michigan, as of this 30<sup>th</sup> day of March 2010.

ALPENA COUNTY COURTHOUSE  
Alpena, MI

  
Cameron Habermehl, Chairman of the Board  
Board of Commissioners

  
Dale Bell, Chairman  
Chairman, Salary & Personnel Comm.

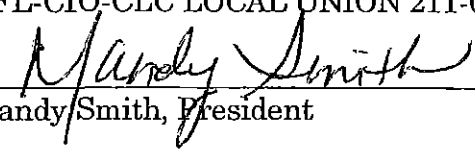
  
Ed Black,  
Prosecuting Attorney

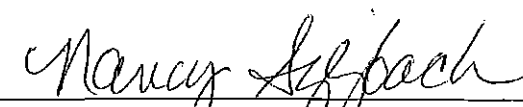
  
Bonnie Friedrichs, Clerk

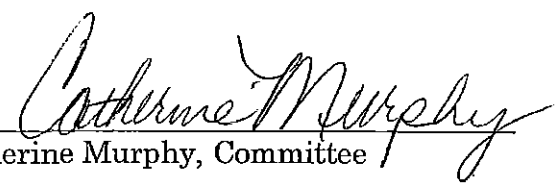
  
Kathy Matash, Register of Deeds


  
Joelyn McCallum, Treasurer

UNITED STEELWORKERS,  
AFL-CIO-CLC LOCAL UNION 211-02

  
Mandy Smith, President

  
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ALPENA COUNTY  
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UNITED STEELWORKERS

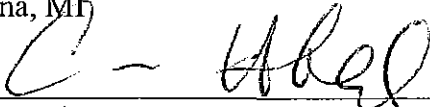
**Letter of Understanding regarding Reduction and Addition of Hours**

**Reduction of Hours:** In the event that the County reduces the hours of an employee lower than thirty-five (35) hours for office and clerical workers or forty (40) hours for maintenance workers, that employee has the right to displace an employee who has less county seniority, provided that the employee retained has the ability to perform the duties of the employee displaced. If employees shall desire to avail themselves of this procedure, they shall make a request, in writing, within five (5) working days after they are notified that their hours are being reduced to the supervisor of the department in which they desire to bump into.

**Addition of Hours** In the event that the county reinstates the hours of a position from part time to full time, the displaced employee shall be notified first and given priority to resume their former position.

IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signatures at Alpena, Michigan, as of this 27<sup>th</sup> day of July 2010.

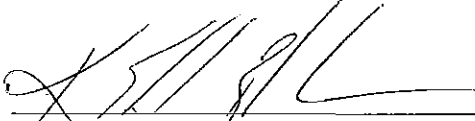
ALPENA COUNTY COURTHOUSE  
Alpena, MI



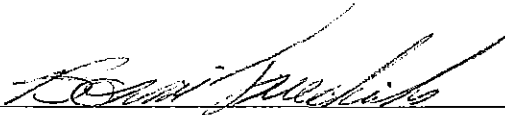
Cameron Habermehl, Chairman of the Board



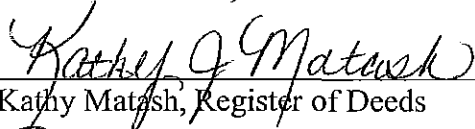
Dale Bell, Chairman



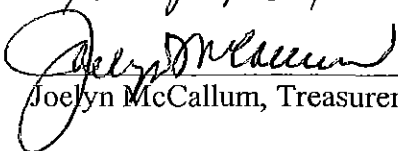
Ed Black, Prosecuting Attorney



Bonnie Friedrichs, Clerk

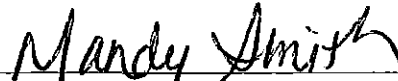


Kathy Matash, Register of Deeds

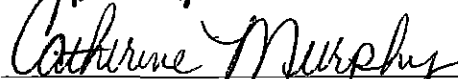


Joelyn McCallum, Treasurer

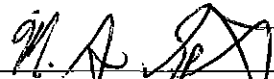
UNITED STEELWORKERS,  
AFL-CIO-CLC LOCAL UNION 211-02



Mandy Smith, President



Catherine Murphy, Unit President,  
LU211-02



Matt Splitt, Committee